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7 *Attorneys for Defendant Mathew Crouch*

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 DAVID HOUGH; *et al.*

11 Plaintiffs,

12 vs.

13 RYAN CARROLL; *et al.*

14 Defendants.

Case No.: 2:24-cv-02886-WLH-SK

**DECLARATION OF LEVI Y.
SILVER IN SUPPORT OF
STIPULATION BETWEEN
PLAINTIFFS AND DEFENDANT
MATTHEW CROUCH
REGARDING RESPONSE
DEADLINE TO SECOND
AMENDED COMPLAINT**

Presiding Judge: Hon. Wesley L. Hsu
Trial Date: N/A

15 I, Levi Y. Silver, declare as follows:

16 1. I am an attorney with the law firm of Solomon Ward Seidenwurm &
17 Smith, LLP, and am counsel of record for defendant Matthew Crouch (“Crouch”) in
18 this action. I have personal knowledge of the matters in this declaration. If called to
19 testify as a witness, I could and would do so. I make this Declaration pursuant to the
20 Court’s Standing Order for Newly Assigned Civil Cases, ¶ H.3.

21 2. As set forth in the accompanying stipulation, Plaintiffs David Hough, et
22 al., (“Plaintiffs”) filed their initial complaint in this Court on April 9, 2024. ECF No.
23 1. They filed a first amended complaint (“FAC”) on May 20, 2024. ECF No. 56.
24 The FAC named Crouch as a defendant for the first time.

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1 3. On July 3, 2024, the Court approved a stipulation between Plaintiffs
2 and Crouch (the “Service Waiver Stipulation”) in which Crouch waived service of a
3 summons in this action and Crouch was given until September 30, 2024, to respond
4 to the FAC.

5 4. On September 11, 2024, after Plaintiffs indicated that they intended to
6 file a Second Amended Complaint (“SAC”), Plaintiffs and Crouch stipulated,
7 subject to the Court’s approval, to stay Crouch’s time to file a responsive pleading
8 until 30 days from the date Plaintiffs file their then-anticipated SAC. ECF No. 136.
9 On September 26, 2024, the Court approved the Stipulation and set Crouch’s
10 deadline to respond to the anticipated SAC for 30 days after the date of the SAC’s
11 filing. ECF. No. 139.

12 5. On November 27, 2024, the Court granted Plaintiffs’ motion for leave
13 to file the SAC. ECF No. 167.

14 6. On December 20, 2024, Plaintiffs and Crouch stipulated, subject to the
15 Court’s approval, to stay Crouch’s time to file a responsive pleading until January
16 17, 2025. ECF No. 192. On January 13, 2024, the Court approved the Stipulation
17 and set Crouch’s deadline to respond to the SAC for January 17, 2025. ECF. No.
18 221.

19 7. Plaintiffs and Crouch are in advance discussions of a prospective
20 agreement that, once entered, would result in Plaintiffs voluntarily dismissing
21 Crouch from this action. Nearly all material terms of the agreement have been
22 agreed to.

23 8. Plaintiffs and Crouch anticipate that (i) the agreement will be finalized
24 in the coming days and (ii) Plaintiffs will voluntarily dismiss Crouch from this
25 action on or before January 31, 2025.

26 9. To allow time to for Plaintiffs and Crouch to finalize the agreement and
27 for Plaintiffs to thereafter voluntarily dismiss Crouch from this action, Plaintiffs and
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1 Crouch have agreed that Crouch's deadline to respond to the SAC should be
2 extended by three weeks, until February 7, 2025.

3 10. Other than the Service Waiver Stipulation and the SAC Stipulation, as
4 set forth above, both of which the Court approved, this is the Parties' second request
5 to extend Crouch's deadline to respond to the SAC.

6 I declare under penalty of perjury under the laws of the United States of
7 America that the foregoing is true and correct. Executed on January 16, 2025, at
8 San Diego, California

9
10 /s/ Levi Y. Silver
11 Levi Y. Silver

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